

United States Bankruptcy Court  
Northern District of Georgia

In re Richard Christopher Koskey

Debtor(s)

Case No. 17-69886

Chapter 13

FIRST AMENDED CHAPTER 13 PLAN

Extension ☐

Composition ☒

**You should read this Plan carefully and discuss it with your attorney. Confirmation of this Plan by the Bankruptcy Court may modify your rights by providing for payment of less than the full amount of your claim, by setting the value of the collateral securing your claim, and/or by setting the interest rate on your claim.**

Debtor or Debtors (hereinafter called "Debtor") proposes this Chapter 13 Plan:

1. **Submission of Income.** Debtor submits to the supervision and control of the Chapter 13 Trustee ("Trustee") all or such portion of future earnings or other future income of Debtor as is necessary for the execution of this Plan.

2. **Plan Payments and Length of Plan.** Debtor will pay the sum of \$430.00 Monthly to Trustee by ☐ Payroll Deduction(s) or by ☒ Direct Payment(s) for the applicable commitment period of 36 months, unless all allowed claims in every class, other than long-term claims, are paid in full in a shorter period of time. The term of this Plan shall not exceed sixty (60) months. See 11 U.S.C. §§ 1325(b)(1)(B) and 1325(b)(4). Each pre-confirmation plan payment shall be reduced by any pre-confirmation adequate protection payment(s) made pursuant to Plan paragraph 6(A)(i) and § 1326(a)(1)(C).

The following alternative provision will apply if selected:

☐ IF CHECKED, Plan payments will increase by \$\_\_ in month \_\_ upon completion or termination of \_\_.

3. **Claims Generally.** The amounts listed for claims in this Plan are based upon Debtor's best estimate and belief. An allowed proof of claim will be controlling, unless the Court orders otherwise. Objections to claims may be filed before or after confirmation.

4. **Administrative Claims.** Trustee will pay in full allowed administrative claims and expenses pursuant to §507(a)(2) as set forth below, unless the holder of such claim or expense has agreed to a different treatment of its claim.

(A). **Trustee's Fees.** The Trustee shall receive a statutory fee in the amount established by the Attorney General and the United States Trustee.

(B). **Debtor's Attorney's Fees.** Debtor and Debtor's attorney have agreed to a base attorney fee in the amount of \$ 4,250.00 for the services identified in the Rule 2016(b) disclosure statement filed in this case. The amount of \$ 0.00 was paid prior to the filing of the case. The Trustee shall disburse the unpaid amount of the fee, \$ 4,250.00, as allowed under General Order 18-2015, as follows: (1) Upon the first disbursement following confirmation of a Plan, the Trustee shall disburse to Debtor's attorney from the funds available and paid into the office of the Trustee by Debtor or on Debtor's behalf, up to \$ 4250.00 after the payment of any payments under 11 U.S.C. § 1326(a)(1)(B) or (C) and administrative fees. The remaining balance of the fees shall be paid up to \$ 157.00 per month until the fees are paid in full; (2) If the case is converted prior to confirmation of the plan, Debtor directs the Trustee to pay fees to Debtor's attorney from the funds available of \$ 2,000.00 (amount not to exceed \$2,000); (3) If the case is dismissed prior to confirmation of the plan, fees for Debtor's attorney of \$ 2,000.00 as set forth on the 2016(b) disclosure statement (amount not to exceed \$2,000) are allowed pursuant to General Order 18-2015 and shall be paid by the Trustee from the funds available without a fee application. Debtor's attorney may file a fee application for fees sought over \$2,000.00 within 10 days of the Order of Dismissal; (4) If the case is converted after confirmation of the plan, Debtor directs the Trustee to pay to Debtor's attorney from the funds available, any allowed fees which are unpaid; and (5) If the case is dismissed after confirmation of the plan, Trustee shall pay to Debtor's attorney from the funds available, any allowed fees which are unpaid.

Debtor and Debtor (s) attorney have further agreed that Debtor(s) attorney may be paid for "non base services" as they are performed on an as needed basis. These "non base services", and the agreed fee for each, are identified in Paragraph 6 of the Rule 2016(b) disclosure statement in this case. Upon completion of a non base service, Debtor's attorney may file an application with the court, serving all parties-in-interest with notice of the application and providing an opportunity to be heard on the matter. If the non base fee is approved by the court, then the fee shall be added to the balance of the unpaid base fee in this case and paid in accordance with this paragraph. If the base fee has been paid in full, then the fee shall be paid up to \$157.00 per month, and the distribution to creditors shall be reduced, pro rata, by the amount until the additional fee is paid in full.

## 5. Priority Claims.

### (A). Domestic Support Obligations.

☒ None. If none, skip to Plan paragraph 5(B).

(i). Debtor is required to pay all post-petition domestic support obligations directly to the holder of the claim.

(ii). The name(s) and address(es) of the holder of any domestic support obligation are as follows. *See* 11 U.S.C. §§ 101(14A) and 1302(b)(6).

**-NONE-**

### (iii). Anticipated Domestic Support Obligation Arrearage Claims

(a). Unless otherwise specified in this Plan, priority claims under 11 U.S.C. § 507(a)(1) will be paid in full pursuant to 11 U.S.C. § 1322(a)(2). These claims will be paid at the same time as claims secured by personal property, arrearage claims secured by real property, and arrearage claims for assumed leases or executory contracts.

☒ None; or

(a) Creditor (Name and Address)	(b) Estimated arrearage claim	(c) Projected monthly arrearage payment
<b>-NONE-</b>		

(b). Pursuant to §§ 507(a)(1)(B) and 1322(a)(4), the following domestic support obligation claims are assigned to, owed to, or recoverable by a governmental unit.

☒ None; or

Claimant and proposed treatment: **-NONE-**

(B). **Other Priority Claims (e.g., tax claims).** All other allowed priority claims will be paid in full, but will not be funded until after all secured claims, lease arrearage claims, and domestic support claims are paid in full.

(a) Creditor	(b) Estimated claim
<b>Georgia Department of Revenue</b>	<b>0.00</b>
<b>Internal Revenue Service</b>	<b>1348.77</b>

## 6. Secured Claims.

### (A). Claims Secured by Personal Property Which Debtor Intends to Retain.

(i). **Pre-confirmation adequate protection payments.** No later than 30 days after the date of the filing of this plan or the order for relief, whichever is earlier, the Debtor shall make the following adequate protection payments to creditors pursuant to § 1326(a)(1)(C). If the Debtor elects to make such adequate protection payments on allowed claims to the Trustee pending confirmation of the plan, the creditor shall have an administrative lien on such payment(s), subject to objection. If Debtor elects to make such adequate protection payments directly to the creditor, Debtor shall provide evidence of such payment to the Trustee, including the amount and date of the payment.

Debtor shall make the following adequate protection payments:

☐ directly to the creditor; or

☒ to the Trustee pending confirmation of the plan.

(a) Creditor	(b) Collateral	(c) Adequate protection payment amount
-NONE-		

(ii). **Post confirmation payments.** Post-confirmation payments to creditors holding claims secured by personal property shall be paid as set forth in subparagraphs (a) and (b). If the Debtor elects to propose a different method of payment, such provision is set forth in subparagraph (c).

(a). **Claims to Which § 506 Valuation is NOT Applicable.** Claims listed in this subsection consist of debts secured by a purchase money security interest in a vehicle for which the debt was incurred within 910 days of filing the bankruptcy petition, or, if the collateral for the debt is any other thing of value, the debt was incurred within 1 year of filing. *See* § 1325(a)(5). After confirmation of the plan, the Trustee will pay to the holder of each allowed secured claim the monthly payment in column (f) based upon the amount of the claim in column (d) with interest at the rate stated in column (e). Upon confirmation of the plan, the interest rate shown below or as modified will be binding unless a timely written objection to confirmation is filed and sustained by the Court. Payments distributed by the Trustee are subject to the availability of funds.

☒ None; or

(a) Creditor	(b) Collateral	(c) Purchase date	(d) Claim amount	(e) Interest rate	(f) Monthly payment
-NONE-					

(b). **Claims to Which § 506 Valuation is Applicable.** Claims listed in this subsection consist of any claims secured by personal property not described in Plan paragraph 6(A)(ii)(a). After confirmation of the plan, the Trustee will pay to the holder of each allowed secured claim the monthly payment in column (f) based upon the replacement value as stated in column (d) or the amount of the claim, whichever is less, with interest at the rate stated in column (e). The portion of any allowed claim that exceeds the value indicated below will be treated as an unsecured claim. Upon confirmation of the plan, the valuation and interest rate shown below or as modified will be binding unless a timely written objection to confirmation is filed and sustained by the Court. Payments distributed by the Trustee are subject to the availability of funds.

☒ None; or

(a) Creditor	(b) Collateral	(c) Purchase date	(d) Replacement value	(e) Interest rate	(f) Monthly payment
-NONE-					

(c). **Other provisions.**

(B). **Claims Secured by Real Property Which Debtor Intends to Retain.** Debtor will make all post-petition mortgage payments directly to each mortgage creditor as those payments ordinarily come due. These regular monthly mortgage payments, which may be adjusted up or down as provided for under the loan documents, are due beginning the first due date after the case is filed and continuing each month thereafter, unless this Plan provides otherwise. Trustee may pay each allowed arrearage claim at the monthly rate indicated below until paid in full. Trustee will pay interest on the mortgage arrearage if the creditor requests interest, unless an objection to the claim is filed and an order is entered disallowing the requested interest.

(a) Creditor	(b) Property description	(c) Estimated pre-petition arrearage	(d) Projected monthly arrearage payment
Ocwen Loan Servicing	272 14th Street NW #6 Atlanta Georgia 30309	\$4705.47	\$94.00 increasing to \$156.00 in April 2020
Parkview Condominium	272 14th Street NW #6 Atlanta Georgia 30309	\$8124.95	\$149.00 increasing to \$244.00 in April 2020

(C). **Surrender of Collateral.** Debtor will surrender the following collateral no later than thirty (30) days from the filing of the petition unless specified otherwise in the Plan. Any claim filed by a secured lien holder whose collateral is surrendered will be treated as unsecured. Any involuntary repossession/foreclosure prior to confirmation of this Plan must be obtained by a filed motion and Court order, unless the automatic stay no longer applies under § 362(c). Upon Plan confirmation, the automatic stay will be deemed lifted for the collateral identified below for surrender and the creditor need not file a Motion to Lift the Stay in order to repossess, foreclose upon or sell the collateral. Nothing herein is intended to lift any applicable co-Debtor stay, or to abrogate Debtor's state law contract rights.

(a) Creditor	(b) Collateral to be surrendered
-NONE-	

7. **Unsecured Claims.** Debtor estimates that the total of general unsecured debt not separately classified in Plan paragraph 10 is \$ 397,078.50 . After all other classes have been paid, Trustee will pay to the creditors with allowed general unsecured claims a pro rata share of \$ 3500.00 or 0 %, whichever is greater. Trustee is authorized to increase this dollar amount or percentage, if necessary, in order to comply with the applicable commitment period stated in paragraph 2 of this Plan.

8. **Executory Contracts and Unexpired Leases.** The following executory contracts and unexpired leases are assumed, and payments due after the filing of the case will be paid directly by Debtor, not through Trustee, as set forth below in column (c).

Debtor proposes to cure any default by paying the arrearage on the assumed leases or contracts in the amounts projected in column (d) at the same time that payments are made to secured creditors. All other executory contracts and unexpired leases of personal property are rejected upon conclusion of the confirmation hearing.

☒ None; or

(a) Creditor	(b) Nature of lease or executory contract	(c) Payment to be paid directly by Debtor	(d) Projected arrearage monthly payment through plan (for informational purposes)
-NONE-			

9. **Property of the Estate.** Property of the estate shall not vest in Debtor until the earlier of Debtor's discharge or dismissal of this case, unless the Court orders otherwise.

**10. Other Provisions:**

- A). Special classes of unsecured claims.
- (B). Other direct payments to creditors. If applicable, Debtor shall make payments directly to Debtor's student loan creditors as set forth in Schedule F of Debtor's voluntary petition.
- (C). Any tax refund that is issued to the Debtor during the Applicable Commitment Period, greater than \$1,500.00, shall be paid into the Debtor's Chapter 13 case; any tax refund less than \$1,500 (or up to \$1,500 of any tax refund) may be retained by the Debtor upon written request to the Trustee. Further, the Debtor instructs and authorizes the Internal Revenue Service or any other applicable tax agency to send any refund issued during the Applicable Commitment Period directly to the Debtor's Chapter 13 Trustee.
- (D). Any creditor which are to be paid directly under this plan are authorized and encouraged to send monthly billing statements to the debtor(s) at the mailing address on record with the Bankruptcy Court in this case.
- (E). Other allowed secured claims: A proof of claim which is filed and allowed as a secured claim, but is not treated specifically under the plan, shall be funded with 5.25 % interest as funds become available after satisfaction of the allowed secured claims which have been treated by the plan and prior to payment of allowed non-administrative priority claims (except domestic support obligation claims as set forth in paragraph 5(A), above) and general unsecured claims. Notwithstanding the foregoing, the Debtor or any other party in interest may object to the allowance of the claim.
- (F). Claims subject to lien avoidance pursuant to 11 U.S.C. §522(f): The allowed secured claim of each creditor listed below shall not be funded until all allowed, secured claims which are being treated by the plan are satisfied. If an order is entered avoiding the creditor's lien, that creditor's claim shall be treated as a general, unsecured claim to the extent it is not otherwise secured by property of the estate and treated by the plan. To the extent that the creditor's lien is not avoided and is not otherwise treated by the plan, the secured claim shall be funded as set forth in the above paragraph. This paragraph shall apply to the following creditors:

Date April 6, 2017

Signature /s/ Richard Christopher Koskey  
**Richard Christopher Koskey**  
Debtor

Date April 6, 2017

Signature /s/ Howard Slomka  
**Howard Slomka 652875 GA**  
Attorney  
**Slipakoff & Slomka PC**  
**Overlook III, 2859 Paces Ferry Rd, SE**  
**Suite 1700**  
**Atlanta, GA 30339**

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF GEORGIA  
ATLANTA DIVISION**

IN RE:

RICHARD CHRISTOPHER KOSKEY,	:	CHAPTER 13
	:	
Debtor.	:	CASE NO.: 17-69886-LRC
	:	

**CERTIFICATE OF SERVICE**

This is to certify that I have this day served a copy of the within and foregoing First Amended Chapter 13 Plan in the above styled case by depositing same in the United States mail with the adequate postage affixed thereto to insure delivery addressed as follows:

Melissa J. Davey (Served via ECF mail)  
Chapter 13 Trustee  
260 Peachtree Street NW #200  
Atlanta, GA 30303

Richard Christopher Koskey  
272 14<sup>th</sup> St NE  
Unit 6  
Atlanta, GA 30309

SEE ATTACHED FOR ADDITIONAL CREDITORS

Date: April 6, 2018

\_\_\_\_\_/s/\_\_\_\_\_  
Howard Slomka, Esq.  
Georgia Bar # 652875  
Slipakoff & Slomka, P.C.  
Attorney for Debtor  
2859 Paces Ferry Road SE Suite 1700  
Atlanta, GA 30339  
Tel. (404) 800-4001

Label Matrix for local noticing  
113E-1  
Case 17-69886-lrc  
Northern District of Georgia  
Atlanta  
Fri Apr 6 12:25:20 EDT 2018

Aes/Invested  
Po Box 61047  
Harrisburg, PA 17106-1047

Aes/ism  
Po Box 61047  
Harrisburg, PA 17106-1047

Capital Bank  
1 Church St  
Rockville, MD 20850-4190

(p)CAPITAL ONE  
PO BOX 30285  
SALT LAKE CITY UT 84130-0285

Capital One  
Po Box 30253  
Salt Lake City, UT 84130-0253

Credit One Bank Na  
Po Box 98875  
Las Vegas, NV 89193-8875

Melissa J. Davey  
Melissa J. Davey, Standing Ch 13 Trustee  
Suite 200  
260 Peachtree Street, NW  
Atlanta, GA 30303-1236

Dept Of Ed/582/nelnet  
Po Box 173904  
Denver, CO 80217-3904

First Premier Bank  
3820 N Louise Ave  
Sioux Falls, SD 57107-0145

First Premier Bank  
601 S Minnesota Ave  
Sioux Falls, SD 57104-4868

(p)GEORGIA DEPARTMENT OF REVENUE  
COMPLIANCE DIVISION  
ARCS BANKRUPTCY  
1800 CENTURY BLVD NE SUITE 9100  
ATLANTA GA 30345-3202

Julie McGhee Howard  
NowackHoward, LLC  
Resurgens Plaza, Suite 1250  
945 E Paces Ferry Road, NE  
Atlanta, GA 30326-1160

Internal Revenue Service  
PO Box 7346  
Philadelphia, PA 19101-7346

Ism/iowa  
111 Monument Circle  
Indianapolis, IN 46204-5100

Brian K. Jordan  
Aldridge Pite, LLP  
Suite 500 - Fifteen Piedmont Center  
3575 Piedmont Road, NE  
Atlanta, GA 30305-1636

Richard Christopher Koskey  
272 14th St NE  
Unit 6  
Atlanta, GA 30309-3659

LVNV Funding, LLC its successors and assigns  
assignee of Capital One Bank (USA), N.A.  
Resurgent Capital Services  
PO Box 10587  
Greenville, SC 29603-0587

Lending Club Corp  
71 Stevenson  
San Francisco, CA 94105-2985

Lvnv Funding Llc  
Po Box 10497  
Greenville, SC 29603-0497

MIDLAND FUNDING LLC  
PO Box 2011  
Warren, MI 48090-2011

Midland Funding  
2365 Northside Dr Ste 30  
San Diego, CA 92108-2709

Montgomery Ward  
1112 7th Ave  
Monroe, WI 53566-1364

Ocwen Loan Servicing L  
1661 Worthington Rd  
West Palm Beach, FL 33409-6493

Parkview Condominium  
Association c/o Melissa  
Banks NowackHoward, LLC  
945 E. Paces Ferry Road, NE  
Atlanta, GA 30326-1160

Premier Bankcard, Llc  
Jefferson Capital Systems LLC Assignee  
Po Box 7999  
Saint Cloud Mn 56302-7999

Rise  
4150 International Plaza  
Fort Worth, TX 76109-4892

Howard P. Slomka  
Slipakoff & Slomka, PC  
Overlook III - Suite 1700  
2859 Paces Ferry Rd, SE  
Atlanta, GA 30339-6213

U. S. Attorney  
600 Richard B. Russell Bldg.  
75 Ted Turner Drive, SW  
Atlanta GA 30303-3315

Verizon  
by American InfoSource LP as agent  
4515 N Santa Fe Ave  
Oklahoma City, OK 73118-7901

Webbank/fingerhut  
6250 Ridgewood Rd  
Saint Cloud, MN 56303-0820

Webbnk/fstr  
6250 Ridgewood Rd  
Saint Cloud, MN 56303-0820

Wells Fargo Bank, National Association  
Ocwen Loan servicing, LLC  
Attn: Bankruptcy Department  
PO Box 24605  
West palm Beach, FL 33416-4605

The preferred mailing address (p) above has been substituted for the following entity/entities as so specified by said entity/entities in a Notice of Address filed pursuant to 11 U.S.C. 342(f) and Fed.R.Bank.P. 2002 (g)(4).

Capital One  
15000 Capital One Dr  
Richmond, VA 23238

Georgia Department of Revenue  
Bankruptcy Division  
Post Office Box 161108  
Atlanta, GA 30321

The following recipients may be/have been bypassed for notice due to an undeliverable (u) or duplicate (d) address.

(u)Ocwen Loan Servicing, LLC

(u)Parkview Condominium Association, Inc.

(u)WELLS FARGO BANK, NATIONAL ASSOCIATION

(du)Wells Fargo Bank, National Association

End of Label Matrix	
Mailable recipients	32
Bypassed recipients	4
Total	36